

RECEIVED

APR 16 1980

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

-----	:	
In the Matter of the Petition of	:	
	:	
REEDSBURG EDUCATION ASSOCIATION	:	CASE VIII
	:	No. 24626 MED/ARB-401
To Initiate Mediation-Arbitration	:	Decision No. 17228-B
Between Said Petitioner and	:	
	:	
REEDSBURG SCHOOL DISTRICT	:	
-----	:	

APPEARANCES:

- Mr. James M. Yoder, Executive Director, South Central United Educators, appearing on behalf of the Association.
- Mr. Kenneth Cole, Director, Employee Relations Services, Wisconsin Association of School Boards, appearing on behalf of the District.

ARBITRATION AWARD

The Wisconsin Employment Relations Commission appointed the undersigned as Mediator-Arbitrator, pursuant to Section 111.70(4)(cm)6.b. of the Municipal Employment Relations Act, in the matter of a dispute between Reedsburg Education Association, hereinafter the Association, and Reedsburg School District, hereinafter the District or Board. Mediation, as contemplated by the statute, was conducted at Reedsburg, Wisconsin by the undersigned on September 26, 1979. Mediation efforts failed to produce voluntary settlement, and on October 2, 1979, the undersigned notified the parties in writing of her intention to convene an arbitration hearing in the matter on November 8, 1979, and in said notice provided an opportunity to the parties to withdraw their final offers. Neither party withdrew their final offer and an evidentiary hearing was conducted on November 8, 1979, at the District's administrative offices. The proceeding was not transcribed and the parties elected to file post-hearing briefs which were exchanged by the undersigned on January 2, 1980.

THE ISSUES:

The issues at dispute between the parties are:

1. Recognition
2. Calendar
3. Fair share
4. Mileage
5. Grievance timelines
6. Probation period
7. Salary

The parties' final offers are reproduced on the following pages. The statute requires that the undersigned adopt without modification

REEDSBURG SCHOOL BOARD

The Reedsburg School Board proposes that the provisions of the 1977-79 Agreement between the School Board and the Reedsburg Education Association remain unchanged for 1979-80 except as modified by the Stipulation of Tentative Agreements between the parties and the attached amendments proposed by the School Board to be incorporated into a successor Agreement. All modification to the Agreement to be effective at the expiration of the existing Agreement.

Recognition Clause

- A. The Board hereby recognizes the Reedsburg Education Association as the sole and exclusive bargaining agent for all teaching personnel.
- B. Such representation shall exclude:
 - 1. Non-teaching (cooks, janitors, bus drivers, secretaries) and supervisory (administrators) personnel.
 - 2. All substitute teachers.
 - 3. Teaching personnel with less than full school year contracts.
 - 4. And all other employees.

Article IV (A), page 6 - Change to read:

- A. The normal teaching contract period shall be for 191 days of employment per school year to include 180 pupil-teacher contact days, 2 parent-teacher contact days, 4 inservice days, one of which shall be administratively assigned, with a maximum of 2 days for conventions (WEAC and SWEIO), 3 legal holidays, 1-1/4 days for pre-school preparation, 1/4 day administrative pre-school orientation, 1/4 day building meeting with administrators, 1/4 day post-school checkout.

Article XIX (A) - Change to read as follows:

A. The Board of Education agrees to act in good faith in the discipline, suspension or dismissal of any employee. No employee will be suspended without pay without due cause. No teacher currently employed by the district more than ~~three~~ ^{two} years shall be refused a contract for reasons other than layoff without due cause unless otherwise stipulated in the individual contract.

Article XVIII - Add:

The grievance procedure rights which are available to the aggrieved party shall be considered waived if the alleged grievance is not submitted to the building principal, ~~etc.~~ ^{or immediate supervisor} within 30 days of the occurrence.

① MILEAGE - 13 CENTS PER MILE

② Add at the bottom of the salary schedule the following words.

For the 1979-80 school year, those teachers that have reached the maximum salary in any salary lane and will not receive an increment for the 1979-80 school year shall receive in addition to the schedule compensation the following amounts:

BSL LANES (0, 12, 24, 36) - \$200
 MS LANES (0, 12) - \$300

District Final Offer

1979-80 Salary Proposal

	S.A.	-12		S.A.-74		S.A.-76		H.A.		H.A.-78	
1	10,000	300	10,200	305	10,400	310	10,600	315	10,800	320	11,000	325
2	10,300		10,505		10,710		10,915		11,120		11,325	
2	10,600		10,810		11,020		11,230		11,440		11,650	
3	10,900		11,115		11,330		11,545		11,760		11,975	
4	11,235	335	11,455	340	11,675	345	11,895	350	12,115	355	12,335	360
5	11,570		11,795		12,020		12,245		12,470		12,695	
6	11,905		12,135		12,365		12,595		12,825		13,055	
7	12,270	365	12,505	370	12,740	375	12,975	380	13,210	385	13,445	390
8	12,635		12,875		13,115		13,355		13,595		13,835	
9	13,000		13,245		13,490		13,735		13,980		14,225	
10	13,400	400	13,650	405	13,900	410	14,150	415	14,400	420	14,650	425
11			14,055		14,310		14,565		14,820		15,075	
12					14,720		14,980		15,240		15,500	
13							15,430	450	15,700	460	15,970	470
14									16,160		16,440	
15												

E.A.H.
7/9/79

The Reedsburg Education Association proposes the following final offer: (Retyped)

Reedsburg Education Association Offer for a One Year Contract for the 1979 - 80 School Year

All existing contractual provisions remain intact except as modified by the stipulation of tentative agreements and the proposed amendments.

Recognition Clause

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated or professional employees¹ whether under contract, on leave, hourly, or class rate basis, employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the Board and Association agree in advance that such positions are principally supervisory and administrative.

B. Such representation shall exclude: all supervisors including the district administrator, principals, assistant principals, supervisory employees and any other persons engaged for fifty percent (50%) of their time in the direct administration and supervision of members of the bargaining unit covered by this Agreement.

¹As defined in § 111.70 (1)(1).

Article IV page 6

"shall be for 190 days of employment per school year to include 180 pupil-teacher contact days, 2 parent-teacher contact days, 3 inservice days (with a maximum of 2 days for conventions (WEAC and SWEIO), 3 days for legal holidays, 1½ days for preschool preparation in the classroom, ½ day administrative preschool orientation, ½ day in building meetings with administrators, and ½ day post school preparation in the classroom."

Fair Share

The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Association and non-Association, fairly and equally, and all employees in the unit will be required to pay, as provided in this article, their fair share costs of the collective bargaining process and contract administration as certified in a sworn statement by the Association. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees who apply consistent with the Association constitution and bylaws. No employee shall be denied Association membership because of race, creed, color, sex, handicap or age.

The employer agrees that effective thirty (30) days after the date of initial employment or thirty (30) days after the opening of school, it will deduct from the earnings of all employees in the collective bargaining unit, in equal installments from each pay check, the amount of money certified by the Association. Such deductions shall be forwarded to the Association within thirty days of such deductions.

The employer will provide the Association with a list of employees from whom deductions are made with each remittance to the Association. The Association and the WEAC do hereby indemnify and shall save the Board harmless against any forms of liability that shall arise out of or by reason of action taken or not taken by the Board, which Board action or non-action is in compliance with the provisions of this Agreement, and in reliance on any list or certificates which have been furnished to the Board pursuant to this article, provided that any such form of liability shall be under the exclusive control of the WEAC and its attorneys.

Nothing in this provision shall be construed so as to limit the right of the Board of Education to participate in its own defense at its own expense either through attorneys of its own choosing or through WEAC legal counsel.

The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which allows those employees to challenge the fair share amount certified by the Association as the cost of representation and receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Association pursuant to this section.

Article XVI A page 23 line 2

Delete from "be" to the end of the sentence and substitute "19¢ per mile".

Article XX A3 f

Add new f to read:

In the event a master agreement for 1979-80 is not settled prior to the expiration date of the current agreement, all salary and benefits shall be paid retroactively to the onset of the school year.

ADDENDUM A

REEDSBURG EDUCATION ASSOCIATION PROPOSED
1979-80 PROPOSED
SALARY SCHEDULE

Step	BA	BA+12	BA+24	BA+36	MA	MA+12
0	10,000	10,320	10,520	10,720	11,020	11,220
1	10,420	10,626	10,832	11,038	11,347	11,563
2	10,729	10,941	11,153	11,366	11,684	11,899
3	11,047	11,266	11,486	11,703	12,031	12,269
4	11,374	11,600	11,825	12,050	12,388	12,613
5	11,712	11,945	12,176	12,408	12,756	12,988
6	12,060	12,300	12,538	12,777	13,135	13,374
7	12,418	12,665	12,911	13,153	13,526	13,772
8	12,787	13,041	13,294	13,548	13,928	14,181
9	13,167	13,429	13,690	13,951	14,342	14,603
10	13,588	13,828	14,097	14,366	14,769	15,037
11		14,240	14,516	14,693	15,208	15,485
12			14,948	15,233	15,661	15,966
13				15,686	16,127	16,421
14					16,607	16,909

the final offer of one of the parties on all disputed issues. The decision of the mediator-arbitrator acting as arbitrator is final and binding on both parties and shall be incorporated into a written collective bargaining agreement.

FACTORS TO BE CONSIDERED:

Section 111.70(4)(cm)7, provides that the mediator-arbitrator consider the following criteria in evaluating the final offers:

- A. The lawful authority of the municipal employer.
- B. Stipulations of the parties.
- C. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- D. Comparison of wages, hours and conditions of employment of of the municipal employees involved in the arbitration proceedings with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.
- E. The average consumer prices for goods and services, commonly known as the cost-of-living.
- F. The overall compensation presently received by the municipal employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- G. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- H. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

DISCUSSION:

The unresolved issues will be discussed individually. The parties agreed that districts within the South Central Athletic Conference are appropriate for comparison with Reedsburg. However, the Association further offered districts within CESA #12, districts of similar size, districts in communities of similar size and local unionized businesses for comparative purposes. Similarly, the District also provided comparative data for contiguous districts and districts within a thirty mile radius. The undersigned is satisfied that there is sufficient uniformity of enrollment and staff size among districts in the athletic conference to warrant limitation of comparison to that grouping.

SOUTH CENTRAL ATHLETIC CONFERENCE

	78-79 Enrollment		Staff	78-79	78-79
	Board Figures	Assn. Figures		Equalized Value per member	Levy Rate
Tomah	2879	2860	163	-	-
Baraboo	2678	2591	136	\$ 80,137	\$12.93
Sparta	2559	2466	143	59,240	11.83
Portage	2275	2261	137	88,581	13.42
Reedsburg	2221	2168	125	87,941	12.39
Adams- Friendship	1962	1926	124	106,045	11.94
Wisconsin Dells	1762	1705	99	108,455	11.07
Mauston	1542	1473	91	73,667	12.71

RECOGNITION CLAUSE

The parties have directed substantial attention to the issue of the voluntarily defined collective bargaining unit set forth in a recognition clause. The Association argues that its proposed unit is more reasonable on the basis of law and public policy. The Association claims that its unit definition encompasses the current composition of the bargaining unit and is not repugnant to the Municipal Employment Relations Act as administered by the Wisconsin Employment Relations Commission (WERC). The Association contends that under its offer, all new professional positions would be included in the unit unless the parties agreed to their exclusion. The Association argues that such provision would eliminate the necessity of the Association being required to seek resolution of potential disputes through WERC unit clarification proceedings. However, the Association states that the District would be free to challenge such inclusions through the WERC process.

The Association avers that the lack of specific exclusion of per diem substitute teachers in its unit description does not flaw its proposal. Per diem substitutes, according to the Association are excluded by WERC case law so that there is no need to specifically exclude them in the recognition clause.

The Association argues that the District's clause would exclude non-teaching professional employees from the unit and result in the fragmentation of employees sharing a community of interest with the full-time teaching staff. The Association contends that its recognition clause would include long-term substitutes, psychologists, counselors and speech clinicians in the unit, and exclude supervisors, consistent with WERC pronouncements on appropriate school units.

The District argues that the recognition clause is a critical issue in the instant dispute. The Association's proposal with respect to newly created positions, according to the District, is defective and yields absurd results which could impair the District's ability to function. The District characterizes the Association's designation of "hourly and class rate" as resulting in the unit inclusion of substitute and per diem teachers. Such an outcome, according to the

District, would be contrary to WERC policy and would make casual employees eligible for the full range of fringe benefits and subject to lay off, transfer, non-renewal and fair share provisions of the contract.

The District further asserts that its proposed recognition clause is more reasonable on the basis of comparables. The District argues that six of the athletic conference districts exclude substitute and per diem teachers from the bargaining unit. The District disputes the Association's claim that the terms "hourly and class rate" would apply to no one employed by the District.

The undersigned has examined both proposed recognition clauses in view of unit descriptions in comparable districts and WERC unit determination criteria. Both proposals have merit and short comings. Whereas the District proposal appears to limit the unit to "teaching" staff, the Association final offer includes "hourly" and thereby possibly casual employees in the bargaining unit. Unfortunately the arbitrator is not free to devise her own description of an appropriate unit but must select between the descriptions of the parties as part of the entire package.

In terms of the proposed scope of the bargaining unit, the undersigned is satisfied that the District's proposal excludes per diem substitute teachers consistent with recognition clauses in comparable districts and WERC rulings. The exclusion of per diem substitutes is not clearly dealt with in the Association proposal. Furthermore, the Association offer provides unit inclusion of all newly created positions "unless the Board and Association agree in advance that such positions are principally supervisory and administrative." The Association has offered no evidence to substantiate the need for such modification of a conventional recognition clause. There has been no showing that the Board has created new professional positions in an attempt to avoid their inclusion in the bargaining unit or that WERC procedures for unit clarifications would unduly burden the Association in the resolution of potential disputes over unit inclusion of newly created positions or other professional employees. The arbitrator concludes that the District's recognition clause is the more reasonable of the two proposals.

CALENDAR

The Association's final offer reduces the number of contract days from 191 to 190. The Association argues that Reedsburg is the only district in the athletic conference to have a calendar in excess of 190 days. The Association proposes to reduce the calendar by one in-service day which, it alleges, has not been shown by the Board to adversely affect the educational program. The Association claims that the longer calendar reduces the per diem salary of Reedsburg teachers to the lowest among athletic conference districts.

The Board's proposal continues a 191 day calendar with four in-service days and includes a new provision that one of the in-service days "shall be administratively assigned." The District claims such provision would enable the administration to assign an in-service when a new program was being implemented or when a special need arose as determined by the administration.

The District contends that Reedsburg has observed a 191 or 192 day calendar for at least the past ten years. The District further argues that if the calendar is to be shortened as proposed

by the Association, elimination of a convention day, holiday, preparation and orientation day would have a less detrimental impact than an in-service day.

The following table was devised by the undersigned from the exhibits of the parties:

1979-80 ATHLETIC CONFERENCE SCHOOLS

	Contract Days	Parent/Teacher Days	Holidays	In-Service	Convention Days	Non-Contact Days	Per diem BA Base	Per diem MA Base
Adams	190	-	-	-	-	-	\$53.15	\$82.76
Baraboo	189	-	4	3	2	9	55.89	96.25
Mauston	190	-	3	7	2	10	52.36	81.97
Portage	183½	-	-	3½	-	3½	55.58	94.79
Sparta	190	-	-	-	-	-	53.15	89.47
Tomah	190	-	3	7	-	10	52.50	84.86
Wisconsin Dells	190	1	2	4	3	10	54.10	91.84
Reedsburg-Board	191	2	3	4	2	11	52.35	84.60
Reedsburg-Association	190	2	3	3	2	10	58.00	87.40

Although Reedsburg has the greatest number of contract days among athletic conference schools, the foregoing table indicates that there is a significant distinction between Reedsburg and other districts in the observance of parent/teacher days. Under the District's proposal the District would continue to be mid-range on the number of in-service days, while the Association proposal would tie Reedsburg with one other district for the least number of in-service days. Whereas such reduction would improve the per diem rates paid in the District relative to the rates paid in other athletic conference schools, the comparables support the District's position with respect to the number of in-service days observed.

FAIR SHARE

The Association final offer contains a full fair share provision. The Association argues that five out of the eight athletic conference districts have negotiated fair share provisions. The Association claims that inclusion of a grandfather or referendum provision would not be appropriate because 100% of the District's teachers are presently members of the Association.

The District's final offer makes no provision for fair share or dues check-off. The District contends that the majority of athletic conference districts observing fair share provide less than full fair

share. The District states that only two of the eight districts in the conference have language comparable to that proposed by the Association. In view of the full membership of the District teaching staff, the Board claims there is no need for a fair share provision.

Testimony on behalf of the Board indicated ideological opposition to the fair share. A member of the Board testified that the local community supports the concept of "the right to work" and that the Board does not believe that they should force people to contribute to a labor organization.

Fair share arrangements provide for the distribution of representation costs regardless of individual preference for another organization or no representation. Such arrangements are specifically permitted by the Municipal Employment Relations Act. At the time of the arbitration hearing, the entire Reedsburg staff had voluntarily joined the Association. In view of the facts that MERA allows fair share, that the Association clearly maintains majority status, and that the Board offer contains no alternative or more moderate form of union security, the arbitrator finds the position of the Association on fair share to be the most reasonable.

MILEAGE

The District proposes an 18¢ per mile reimbursement rate while the Association offer contains 19¢ per mile. The District claims that only three comparable districts pay in excess of the Board proposal which represents a 20% increase over the rate for last year. The Association defends its position with the rise in gasoline prices and increased costs of operating an automobile. The Association claims that the price of gasoline in Wisconsin increased 45 to 50% from January, 1977, to October, 1979. The Association costs the difference in proposals as amounting to approximately \$500.

The award of either the Association or the Board final offer will not affect the District's ranking among the comparables on mileage reimbursement. The undersigned finds neither offer clearly preferable in view of the comparables and the increased costs of operating an automobile. Accordingly, the issue will be determined as part of the entire package.

GRIEVANCE TIMELINES

The Board's final offer proposes that the grievance and arbitration provisions of the contract be modified to specify that grievances be initiated within 30 days of occurrence or be considered waived. The present agreement does not contain time limits for the submission of grievances. The District claims that the inclusion of timelines is supported by the comparables. Furthermore the Board offered testimony with respect to two grievances initiated under the present language. The District contends that the filing of said grievances four and seven months respectively after occurrence is evidence that the lack of timelines hampers the expeditious consideration of grievances.

The Association argues that the Board's proposal does not make provision for situations where a grievant(s) did not become aware

of the event giving rise to the grievance until thirty days after its occurrence. The Association asserts that no compelling need for timelines has been shown by the Board and that in the two grievances cited by the District, the District was eventually sustained and suffered no economic loss.

The District's exhibits indicate the following contractual grievance timelines for athletic conference districts:

1979-80 GRIEVANCE TIMELINES

Adams	5 days after occurrence or knowledge
Baraboo	60 days after knowledge
Mauston	20 days from facts being known
Portage	10 days from facts being known
Sparta	10 days from facts being known
Tomah	30 days from occurrence
Wisconsin Dells	25 days from occurrence
Reedsburg - Board	30 days from occurrence
Reedsburg - Association	None

In the opinion of the undersigned, the District has substantiated that the absence of timelines in the present grievance procedure has resulted in delays in the consideration of grievances. All other districts in the athletic conference observe time limits for the filing of grievances. The arbitrator is satisfied that the District's position will encourage the timely filing and processing of grievances and that it is supported by the comparables.

PROBATION PERIOD

The District, contrary to the Association, proposes that a two year probationary period be included in the "due cause" provision of the agreement. The District contends that probation periods have become an issue of duration rather than existence under cause standards. It is the public policy of the State of Wisconsin, according to the District, to require a three year probationary period under Section 118.23. The District avers that probationary periods are not uncommon among athletic conference districts and that a two year probationary period is not unreasonable.

The Association states that the Board's offer is regressive and lacks supporting evidence in view of the fact that there have been no non-renewals in the District in the past several years. The Association argues that the majority of the athletic conference districts do not have a probationary period.

The data discloses that of the seven other districts in the South Central Athletic Conference, three districts have two year probationary periods and four have no probationary period.

The undersigned notes that the issue of a probationary period in the instant dispute does not arise in the context of a quid pro quo for the establishment of a contractual cause standard. The District

proposal represents a modification of the present cause standard. In past negotiations, the parties have voluntarily agreed to a cause standard without the inclusion of a probationary period. The District has offered no evidence that observance of the voluntarily negotiated language is no longer feasible. Moreover, the majority of comparable districts do not provide a probationary period. The arbitrator finds the position of the Association to be more reasonable on the issue of probation period.

SALARY

The parties have agreed upon a base salary of \$10,000 for 1979-80. The Association asserts that its final offer accelerates increases on the upper levels of the salary schedule to provide catch up adjustments for career teachers. The cumulative salaries for District teachers rank at the bottom of Wisconsin districts while District administrator salaries rank at the top, according to the Association. The Association states that its offer includes dollar amount increments that vary across the salary schedule to accommodate the areas of greatest need for current staff. The Association notes that 93 teachers are at the top of the schedule and argues that the Association proposal provides needed increases for those career teachers. In addition, the Association avers that its offer is most reasonable in view of the prevailing increase of 11.5% in the cost of living as of the effective date of the agreement.

The Association costs the parties' respective proposals including salaries, extra-curricular, STRS, Social Security, disability insurance, and extended contracts as representing dollar increases of \$149,388 (7.29%) for the Board and \$169,768 (8.28%) for the Association. The Association asserts that District salaries as a percentage of controllable costs has decreased from 47.47% in 1976-77 to 40.96% in 1978-79. The Association contends that Reedsburg had the lowest percentage of salaries to controllable costs for 1978-79 among all districts in the athletic conference.

The District argues that the relative ranking among comparable districts and salary structure are important considerations in the instant dispute, as well as overall compensation. The District claims that its offer, which includes a longevity increase, maintains the District's ranking in some salary categories and improves it in others. The Board indicates that Reedsburg has fewer steps on the salary schedule than comparable districts.

The District contends that the Association proposal includes fluctuating experience increments (represented by the Board as \$420-309-318-328-338-348-358-369-380-420) whereas flat dollar amount increments are observed in most comparable districts. The following table is the Board's representation of lane and longevity terms:

	TOTAL LANES	LANE DIFFERENTIAL	LONGEVITY
Adams	8	\$ 75	\$ 0
Baraboo	6	200	1% of base after 20 yrs
Mauston	4	300	305
Portage	8	150/300/150	0
Sparta	5	200	0
Tomah	4	200	200
Wisconsin Dells	6	200	0
Reedsburg - Board	6	200	200-300
Reedsburg - Assn.	6	320/200/300	0

The District argues that its proposal is consistent with schedules in comparable districts and that the District's overall compensation is preferable to that found in those districts. The Board costs its package as representing an 8.04% increase and benefits for returning teachers.

1978-79 ATHLETIC CONFERENCE SALARIES

	<u>BA base</u>	<u>Steps</u>	<u>BA max</u>	<u>MA base</u>	<u>Steps</u>	<u>MA max</u>
Baraboo	\$ 9850	13	\$14335	\$10450	14	\$17030
Sparta	9742	13	13934	10342	15	15652
Tomah	9525	15	14200(14220)	10025	16	15595
Portage	9500	14	14820	10450	14	16302
Wisconsin Dells	9500	10	13300	10250	15	16400
Adams	9300	12	12900	9975	13	14925
Mauston	9300	12	12780	9900	16	14700
Reedsburg	9300	10	12700	10100	14	15460

1979-80 ATHLETIC CONFERENCE SALARIES

	<u>BA base</u>	<u>Steps</u>	<u>BA max</u>	<u>MA base</u>	<u>Steps</u>	<u>MA max</u>
Baraboo	\$10564(10550)	13	\$15374(15350)	\$11164	14	\$18192
Wisconsin Dells	10280	10	14280	11000(11430)	14	17450
Portage	10200	14	15912	11150	14	17394
Adams	10100(10700)	12	13700	10775	15	15725
Sparta	10100	13	15050	10700	15	17000
Tomah	9975	15	14745(14220)	10475	15	16125
Mauston	9950	12	13610(13915)	10550	15	15575
Reedsburg-Board	10000	10	13400	10800	14	16160
Reedsburg-Assn.	10000	10	13588	11020	14	16607

* Figure in parens. represents Board data where it differs from Association data.

According to the Association's costing of the respective packages, the parties are approximately 1% apart on the salary schedule. The greatest distinction between the offers on the salary schedule occurs on the upper levels of the schedule. The Association final offer would change the District's rank among athletic conference schools on BA maximum from fifth out of eight in 1978-79 to third out of eight for 1979-80. The District's offer for 1979-80 would rank Reedsburg fourth out of eight on the BA maximum. On the MA maximum, the District offer would maintain the District's 1978-79 ranking as fifth out of eight while the Association offer would rank Reedsburg fourth out of the eight.

Whereas increases in the Consumer Price Index support the Association's position in terms of overall percentage increase, the District's final offer maintains Reedsburg's relative ranking among comparable districts on the MA level and improves the District's ranking on the BA level. The undersigned is satisfied that the District's final offer is supported by the comparables and maintains the internal relationship of the salary schedule levels to one another.

Having reviewed the evidence and argument in view of the statutory considerations, and having concluded that the District's final offer is preferable on the issues of salary, grievance time lines, calendar and recognition clause, the undersigned makes the following:

AWARD

That the final offer of the District be incorporated into a written collective bargaining agreement as required by statute.

Dated this 15th day of April, 1980 at Madison, Wisconsin.

BY:

Kay B. Hutchison

Kay B. Hutchison
Mediator-Arbitrator